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## AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cary T. Kemp and Pauline Kemp, whose address is 6022 Forest Hill Drive, Forest Hill, TX 76119 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated 7/26/2007, unto Dale Property Services, LLC, which is recorded in Instrument # 0207276418 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, all of the rights, title and interest in said lease were ultimately assigned to and acquired by Chesapeake Exploration, LLC, whose address is 6100 N Western Ave, Oklahoma City, Oklahoma 73118 ("Lessee"); and

WHEREAS, Total E&P USA, Inc., ("Total") whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and desires to amend the Lease as follows. Chesapeake and Total are herein collectively referred to as "Assignees".

WHEREAS, Lessor and Assignees now desire to amend the Lease and extend the primary term of the Lease by an additional three (3) years as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to 7/26/2013, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 26<sup>th</sup> day of July, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

[Signature]

LESSOR:

Pauline Kemp

### ACKNOWLEDGEMENT

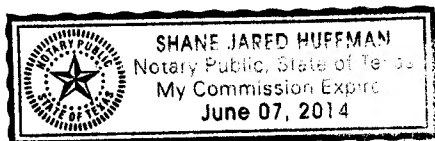
THE STATE OF TEXAS

COUNTY OF Tarrant

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This instrument was acknowledged before me on this the 19<sup>th</sup> day of July, 2010, by Cary Kemp and wife Pauline Kemp

[Signature]  
Notary Public, State of Texas



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES  
3000 ALTA MESA BLVD STE 300  
2100 ROSS AVE STE 1870 LB-9  
FT WORTH, TX 76133

Submitter: DALE RESOURCES LLC

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Filed For Registration: 7/21/2010 11:48 AM

Instrument #: D210175898

LSE

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PGS

\$16.00

By: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210175898

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL